

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
Muscooke (Creek) Nation Department of Health  
**AND**  
**DIAGNOSTIC IMAGING ASSOCIATES, INC.**

This Agreement is entered into by and between Muscooke (Creek) Nation <sup>Dept. of Health</sup> and Diagnostic Imaging Associates, Inc. The parties hereby agree as follows:

**I. PURPOSE**

This Agreement defines the relationship, credentialing and privileging of providers, and relative responsibilities of Diagnostic Imaging Associates, Inc. (DIA) and MCNDH (Site). The purpose of this agreement is to provide for the efficient, safe and effective, and regulatory conformant operation of radiology credentialing at the Site with telemedicine services provided by DIA.

**II. BACKGROUND and DEFINITIONS**

Diagnostic Imaging Associates, Inc. (DIA) has secured a teleradiology contract to provide radiology services at Site. A successful deployment and operation of this system depends upon the adherence to prescribed clinical and administrative protocols, and satisfaction of all responsibilities and duties described herein.

***DIA-***

Diagnostic Imaging Associates; an independent company that provides comprehensive radiology solutions for imaging centers, clinics, and hospitals. DIA provides telemedicine through teleradiology. Teleradiology is the transmission of radiological patient images from one location to another for the purpose of sharing studies with other radiologists. Teleradiology improves patient care by allowing radiologists to provide services without actually having to be at the location of the patient. DIA provides for the use of teleradiology via the contract with Site.

DIA is accredited by The Joint Commission.

***Distant Site (DS) Telemedicine Entity -***

"Distant-site" the location at which the physician or other licensed practitioner delivering the service is located at the time the service is provided via telecommunications. Distant-site is a telemedicine entity that provides contracted telemedicine services in a manner that enables the hospital or CAH using telemedicine services to meet all applicable CoPs; particularly, those related to the credentialing and privileging of telemedicine practitioners.

### *Originating Site (OS)-*

CMS term for the site in a telemedicine relationship where the patient is located and the images and associated data are acquired. In this Agreement the OS is the Site.

### III. Provider Credentialing and Privileging

Site (OS) participates in the Medicare program and desires to engage DIA (DS) which also participates in the Medicare program, to provide certain DIA clinical services from a distant-site location via electronic communications to patients physically located at Site (OS) ("Contracted Services"). For purposes of this Agreement, each provider affiliated with DIA(DS) providing Contracted Services is a Provider holding a valid and unrestricted license to practice in a U.S. state or Territory (individually, a "Provider" and collectively, "Providers").

#### A. Compliance with Conditions of Participation

DIA (OS) is, and at all times during the term of this Agreement shall be, a Medicare-participating hospital service provider that furnishes its services in a manner that enables Site (OS) to comply with all applicable Medicare conditions of participation for Contracted Services. These areas of compliance shall include, but not be limited to, the Medicare conditions of participation requirements for DIA (DS) medical staff, governing body, and credentialing and privileging regarding DIA (DS) Providers providing telemedicine services, which are set forth at 42 CFR section 482.12(a)(1)-(7) and 42 CFR sections 482.22(a)(1)-(2), or, in the case of Critical Access Hospitals ("CAH"), at 42 CFR section 485.616(c)(i)-(vii).

#### B. Credentialing and Privileging

DIA (DS) warrants that each Provider: (i) will be credentialed and privileged according to credentialing and privileging processes and standards ("DS Standards") at an acute care hospital that participates in the Medicare program that has the accreditation of The Joint Commission ("TJC") or other accreditation bodies; and (ii) shall render Contracted Services within the scope of each Provider's respective privileges at said hospital.

#### C. State or Territorial Licensure

At all times while providing Contracted Services to OS, each DIA (DS) Provider will hold a valid and unrestricted license to practice in the State of Oklahoma.

#### D. Decision of Governing Body

Site (OS)'s governing body has chosen to rely on DIA (DS)'s credentialing and privileging decisions for purposes of OS's medical staff determining whether or not to recommend that privileges be granted to a Provider.

E. DIA (DS) to Provide Current List of Privileges DIA (DS) has supplied Site (OS) with Schedule 1, a list identifying each Provider and the scope of privileges granted by DIA (DS) to such Providers. It is anticipated that this list of Providers may change from time-to-time. In that event, the following procedures shall apply:

1. Action by DIA (DS): DIA (DS) shall provide Site (OS) with a revised Schedule 1 indicating the name of any new Provider(s) and an accompanying delineation of privileges. If at any time there is a change in the scope of DIA (DS) Provider's privileges or if a DIA (DS) Provider loses privileges at DIA (DS), DIA (DS) shall notify Site (OS) within twenty-four (24) hours of such change and shall thereafter provide Site (OS) with updated documentation delineating the current scope of such Provider's privileges. If DIA (DS) has removed a Provider from the roster of Providers anticipated to provide Contracted Services going forward or if a DIA (DS) Provider loses privileges at DIA (DS), DIA (DS) will provide Site (OS) with a revised Schedule 1 indicating that such Provider has been removed from the list of Providers providing Contracted Services to Site (OS).
2. Action by Site (OS) upon Receipt of New Schedule from DIA (DS): Site (OS) shall confirm with DIA (DS) that the Providers listed on Schedule 1 can provide Contracted Services by signing and faxing the updated Schedule to DIA (DS). If the only changes were removals, Site (OS) agrees that DIA (DS) may remove the Provider(s) without waiting for a signed Schedule 1 to be returned.
3. Action by Site (OS) to Initiate Removal of a Provider: If Site (OS) no longer wishes to receive Contracted Services from a Provider for reasons not requiring a professional review action, Site (OS) will request that DIA (DS) remove the Provider from the roster, following which, DIA (DS) will supply an updated Schedule 1 as described in Section E.1.

F. Additional Credentialing-Related Materials

DIA (DS) shall provide Site (OS) with electronic and/or written evidence of accreditation from TJC, and other reasonable evidence of DIA's (DS) compliance with the TJC Standards. This need not include copies of individual DIA (DS) Provider's credentialing files, unless specifically requested by OS. In addition, DIA (DS) will not provide Site (OS) or its agent a copy of any information it receives from the National Practitioner Data Bank or Healthcare Integrity and Protection DataBank.

G. Provision of Quality Assurance ("QA")-Related Data

1. Site (OS) Duties: Site (OS) shall provide DIA (DS) evidence of its internal review of each Provider's performance of the Contracted Services, for use in DIA (DS)'s periodic appraisal of the Provider. The Site (OS) governing body shall, in its sole discretion, determine the frequency of such periodic assessments of the Providers. At a minimum, this information must include:

- (a) All adverse events that result from a Provider's performance of Contracted Services, and
  - (b) All complaints Site (OS) has received about the Provider.
- As required by law, Site (OS) shall make such periodic assessments available to DIA (DS) upon reasonable request, in a time and manner consistent with clinical quality and patient safety.

2. DIA (DS) Duties when Site (OS) is a CAH: If Site (OS) is a CAH, in order to meet the requirements of 42 CFR section 485.641 (b)(4)(iv), DIA (DS) shall evaluate the quality and appropriateness of the Contracted Services furnished by Providers.

H. Confidentiality of Credentialing and QA Information

The parties shall treat all credentialing information shared pursuant to Section F and all quality-related information shared pursuant to Section G as privileged and confidential. Such information is to be used for credentialing, quality improvement, and peer review activities only. Each party shall ensure that no portion of any materials or information received from the other party are disclosed by it or its agents to any employee or third party for reasons unrelated to evaluating the provider's quality and credentials to provide Contracted Services, except as required by law. It is understood that disclosure of such Site (OS) peer review documents to DIA (DS) does not waive any privileges or protections afforded such documents by law.

IV. DURATION OF AGREEMENT

This Agreement is effective upon approval by both parties and shall continue from the Effective Date until terminated by either party as provided, below:

1. *Upon Notice*. Either party may terminate without cause on at least 60 days prior written notice to the other party.
2. *Termination upon Material Breach*. A non-breaching party may terminate this Agreement for cause at any time upon 30 days' written notice of intent to terminate. In the event the defaulting party cures such default within such 30 day notice period, the nonbreaching party may elect, at its discretion, to rescind the termination notice in writing, in which case this Agreement shall continue in full force and effect.
3. *Legislative/Regulatory Modification*. If any law, regulation or standard is enacted, promulgated, or modified in a manner that, in the opinion of a party's legal counsel (i) prohibits, restricts or in any way materially affects this Agreement; (ii) subjects either Site or DIA to a fine or penalty in connection with its representations or responsibilities hereunder, or (iii) subjects either party to a loss of Medicare or Medicaid certification or accreditation with the Joint Commission or other accreditation bodies because of the existence of this Agreement or the applicable party's representations or performance of obligations hereunder, then within 30 days following notice from one party to the other, the parties shall complete the good

faith negotiation and execution of an amendment to this Agreement or the negotiation of a substitute agreement that will carry out the original intention of the parties to the extent possible in light of such law, regulation or standard. If the parties cannot reach agreement on new terms within 60 days following the notice provided hereunder or such earlier date as necessary to avoid penalties or fines, then this Agreement shall immediately terminate, following written notice of termination from either party.

**V. Notice**

Any notice required by this Agreement shall be in writing and shall be deemed to have been properly given to a party (i) if hand delivered, (ii) if delivered overnight by courier service, effective on the first business day following delivery to such carrier, or (iii) if sent certified mail, return receipt requested, effective three (3) days after deposit in the United States mail, addressed to the address below or as the parties may designate by giving notice pursuant to this Section:

Site

DIA.

Diagnostic Imaging Associates, Inc.  
ATTN: GABE GRAHAM  
4500 S. Garnett, Suite 919  
Tulsa, OK 74146

**VI. Third-Party Beneficiaries.**

This Agreement shall not confer any benefit or rights upon any person other than Site and DIA, and no third party shall be entitled to enforce any obligation, responsibility or claim of any party to this Agreement.

**VII. Other Agreements.**

This Agreement, including all exhibits hereto, contains the entire understanding and agreement of the parties with respect to the operation of DIA credentialing and privileging of DIA Providers. In the event of a conflict between a provision contained in this Agreement and a provision contained in an agreement or arrangement that existed prior to the Effective Date of this Agreement, the terms of this Agreement shall control and govern the actions of the parties.

**VIII. Services Not Applicable.**

This Agreement only applies to Contracted Services provided directly to the patient and does not apply to informal consultation among providers or practitioners, by whatever communications media the providers or practitioners choose to use.

**IX. Counterparts.**

This Agreement may be executed by facsimile signature or encrypted, digital signature, and by either of the parties in counterparts, each of which will be deemed to be an original, but all such counterparts will constitute a single instrument.

X. LIAISON

DIA:

Gabe Graham  
Administrator  
4500 S. Garnett, Suite 919  
918-935-3579  
gabegraham11@gmail.com

Site:

Muscogee (Creek) Nation Dept of Health

Phone:

918.756.4333

E-Mail:

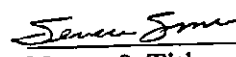
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XI. AUTHORIZING SIGNATURES AND DATES

APPROVED AND ACCEPTED BY  
BY DIA

APPROVED AND ACCEPTED  
Site

 3/25/2015  
Date  
DIA

 5/14/15  
Date  
Name & Title  
Secretary of Health

## **Schedule 1**

### **List of Providers**

#### **Instructions to Site (OS):**

If this is the first Schedule 1, the listed Providers may begin performing Contracted Services for Facility Name (OS) once OS has signed, dated and returned this Schedule 1 to DIA (DS) via fax to the fax number listed below.

If this is a revised Schedule 1 ("Revised Schedule 1"), the parties will identify any added Provider(s) by placing an "A" next to their name(s), and will identify any removed Provider(s) by placing an "R" next to their name(s). Any added Provider(s) may begin providing contracted Services once DIA (DS) receives an executed, dated copy of the Revised Schedule 1 via fax from Facility Name (OS). Previously listed Providers will remain on the Schedule 1 unless and until they are removed.

When complete, please sign and fax back both pages to DIA (DS) [866-309-1825].

DIA (DS) has issued privileges to the following Providers and requests confirmation from Site (OS) that each Provider has been issued Site (OS) privileges or is otherwise permitted to provide Contracted Services to Site (OS). Previously listed Providers will remain on the Schedule 1 unless and until they are removed.

The undersigned accept, attach, and incorporate this Schedule 1 into the Provider Credentialing and Privileging Agreement executed between Site (OS) and DIA (DS). If a previous Schedule 1 has been executed by the parties, this Revised Schedule 1 replaces the previous Schedule 1.